

Jeffrey M. Lenkov, Esq. (State Bar No. 156478)
jml@manningllp.com
Victor M. Campos (State Bar No. 304767)
vmc@manningllp.com
MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
801 S. Figueroa St, 15th Floor
Los Angeles, California 90017-3012
Telephone: (213) 624-6900
Facsimile: (213) 624-6999

Attorneys for Defendants, SEISMIC SAFETY,
INC., EDMUND J. SYLVIS and KEN LAMARR
COMPTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

DAVID A. GLAZER,
Plaintiff,

v.

CHENEY ADRIENNE SHAPIRO; CHENEY
SHAPIRO DESIGNS 401K; CHENEY
SHAPIRO DESIGNS; RESOURCEFUL
DEVELOPMENTS, INC.; RICHARD
JUDSON WILLIAMS; SILVERWOOD
PROPERTIES, INC.; KENNETH HOWARD
SHAPIRO; PODLEY ASSOCIATES
REALTORS; LINDA DARLINGTON
SEYFFERT; SEISMIC SAFETY, INC.;
EDMUND J. SYLVIS; KEN LAMARR
COMPTON; and DOES 1 through 250,
inclusive

Defendants.

Case No. BC669741

**DEFENDANTS, SEISMIC SAFETY, INC.,
EDMUND J. SYLVIS AND KEN LAMARR
COMPTON'S ANSWER TO
COMPLAINT; DEMAND FOR JURY
TRIAL**

Assigned for All Purposes to:
Hon. Richard E. Rico, Dept. 17

Action Filed: 07/25/2017

Pursuant to Sections 431.10, *et seq.*, of the California Code of Civil Procedure,
Defendants, SEISMIC SAFETY, INC., EDMUND J. SYLVIS and KEN LAMARR COMPTON
("Defendants") answer the Complaint of Plaintiff DAVID A. GLAZER("Plaintiff"). Defendants
deny, both generally and specifically, each and every allegation of the Complaint and deny that
Plaintiff is entitled to any relief whatsoever.

FILED
Superior Court of California
County Of Los Angeles

NOV 16 2017

heri K. Carter, Executive Officer, Clerk
By: [Signature] Deputy
Glorietta K. [Signature]

CIT/CORSE: BC669741
LEA/DEF#:

RECEIPT #: CCH505376032

DATE PAID: 11/17/17 10:10 AM

PAYMENT: \$1,305.00 310

RECEIVED:

CHECK: \$1,305.00

CASH: \$0.00

CHANGE: \$0.00

CARD: \$0.00

AFFIRMATIVE DEFENSES

Defendants plead the following separate defenses. Defendants reserve the right to assert additional affirmative defenses that discovery indicates are proper.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. As a separate and first affirmative defense to the Complaint, and to the purported causes of action set forth therein, Defendants allege that the Complaint fails to state facts sufficient to constitute a cause of action.

SECOND AFFIRMATIVE DEFENSE

(Breach of Contract)

2. As a separate and second affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that any obligations owed by him under any alleged contract were excused by Plaintiff's breach of the alleged contract.

THIRD AFFIRMATIVE DEFENSE

(Apportionment of Fault)

3. As a separate and third affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff's damages, if any, were caused by the negligence and/or acts or omissions of parties other than the Defendants, whether or not parties to this action. By reason thereof, Plaintiff's damages, if any, as against the Defendants, must be reduced by the proportion of fault attributable to such other parties, and to the extent that this is necessary, Defendants may be entitled to partial indemnity from others on a comparative fault basis.

FOURTH AFFIRMATIVE DEFENSE

(Authorization)

4. As a separate and fourth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that by virtue of the acts of the Plaintiff, and/or the persons and/or entities acting on his behalf, Plaintiff is barred from prosecuting the purported causes of action set forth in the Complaint by the doctrine of authorization.

FIFTH AFFIRMATIVE DEFENSE

(Comparative Fault)

5. As a separate and fifth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff's damages, if any, were caused by the primary negligence and/or acquiescence in the acts and omissions alleged in the Complaint by the Plaintiff, and Plaintiff's agents, employees, representatives, relatives, heirs, assigns, attorneys, and/or any others acting on Plaintiff's behalf. By reason thereof, Plaintiff is not entitled to damages or any other relief whatsoever as against Defendants.

SIXTH AFFIRMATIVE DEFENSE

(Compliance with the Law)

6. As a separate and sixth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that the actions taken by Defendants were in full compliance with the law.

SEVENTH AFFIRMATIVE DEFENSE

(Consent)

7. As a separate and seventh affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff is barred from prosecuting the purported causes of action set forth in the Complaint because Plaintiff, and/or the persons and/or entities acting on his behalf, consented to and acquiesced in the subject conduct.

EIGHTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

8. As a separate and eighth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff's claims, if any, are barred for his failure, and/or the failure of the persons and/or entities acting on his behalf, to mitigate any purported damages.

///

///

///

NINTH AFFIRMATIVE DEFENSE

(Intervening and Superseding Cause)

9. As a separate and ninth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that if Plaintiff suffered or sustained any loss, damage or injury as alleged in the Complaint, such loss, damage or injury was legally caused or contributed to by the negligence or wrongful conduct of other parties, persons or entities, and that their negligence or wrongful conduct was an intervening and superseding cause of the loss, damage or injury of which Plaintiff complains.

TENTH AFFIRMATIVE DEFENSE

(Lack of Deception)

10. As a separate and tenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that the actions taken by it were not deceptive.

ELEVENTH AFFIRMATIVE DEFENSE

(No Injury or Damage)

11. As a separate and eleventh affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that Plaintiff has not been injured or damaged as a proximate result of any act or omission for which Defendants are responsible.

TWELFTH AFFIRMATIVE DEFENSE

(Proximate Cause – Other Persons)

12. As a separate and twelfth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that the damages alleged to have been suffered by Plaintiff in the Complaint were proximately caused or contributed to by acts or failures to act of persons other than these answering Defendants, which acts or failures to act constitute an intervening and superseding cause of the damages alleged in the Complaint.

THIRTEENTH AFFIRMATIVE DEFENSE

(Proximate Cause – Plaintiff)

13. As a separate and thirteenth affirmative defense to the Complaint and each purported cause of action contained therein, Defendants allege that the injuries and damages alleged in the Complaint by Plaintiff occurred, were proximately caused by and/or were contributed to by Plaintiff's own acts or failures to act and that Plaintiff's recovery, if any, should be reduced by an amount proportionate to the amount by which said acts caused or contributed to said alleged injury or damages.

WHEREFORE, Defendants pray for relief as follows:

1. That the Complaint be dismissed, with prejudice and in its entirety;
2. That Plaintiff take nothing by reason of this Complaint and that judgment be entered against Plaintiff and in favor of Defendants;
3. That Defendants be awarded his costs incurred in defending this action;
4. That Defendants be granted such other and further relief as the Court may deem just and proper.

DATED: November 16, 2017

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: 

Jeffrey M. Lenkov, Esq.

Victor M. Campos, Esq.

Attorneys for Defendants, SEISMIC SAFETY,
INC., EDMUND J. SYLVIS and KEN LAMARR
COMPTON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY

Attorneys for Defendants, SEISMIC SAFETY, INC., EDMUND J. SYLVIS and KEN LAMARR COMPTON, hereby demand trial by jury.

DATED: November 16, 2017

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: 

Jeffrey M. Lenkov, Esq.
Victor M. Campos, Esq.
Attorneys for Defendants, SEISMIC SAFETY,
INC., EDMUND J. SYLVIS and KEN LAMARR
COMPTON

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**
ATTORNEYS AT LAW

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 801 S. Figueroa St, 15th Floor, Los Angeles, CA 90017-3012.


On November 16, 2017, I served true copies of the following document(s) described as **DEFENDANTS, SEISMIC SAFETY, INC., EDMUND J. SYLVIS AND KEN LAMARR COMPTON'S ANSWER TO COMPLAINT; DEMAND FOR JURY TRIAL**, on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Manning & Kass, Ellrod, Ramirez, Trester LLP for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 16, 2017, at Los Angeles, California.


Vianey Benavides

SERVICE LIST
Glazer v. Seismic Safety
BC669741

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Ronald A. Hartmann, Esq.
Kurt E. Kananen, Esq.
Hartmann & Kananen
5743 Corsa Avenue, Suite 119
Westlake Village, CA 91362
Tel: 818-710-0151
Fax: 818-710-0191

Andrew E. Leff, Esq.
Spile, Leff & Gore
16501 Ventura Blvd., Ste 610
Encino, CA 91436
Tel: 818-784-6899
Fax: 818-784-0176

Warren K. Miller, Esq.
Carlson Law Group
21031 Ventura Boulevard
Suite 1100
Woodland Hills, CA 91364
Tel: 818-996-7800
Fax: 818-884-4285

Alisa E. Sandoval, Esq.
Richardson, Harman & Ober, PC
234 E. Colorado Blvd. Ste. 800
Pasadena, CA 91101
Tel: 626-449-5577
Fax: 626-449-5572